



# COLLIN COUNTY

Engineering Department  
4690 Community Avenue  
Suite 200  
McKinney, Texas 75071  
972-548-3727  
[www.collincountytx.gov](http://www.collincountytx.gov)

August 17, 2018

Gary Graham, P.E.  
City of McKinney  
Engineering  
PO Box 517  
McKinney, Texas 75070



RE: Bloomdale Rd from Community Ave to CR164  
County Bond Project 070068

Enclosed you will find an executed original of the Interlocal Agreement for the 2007 Bond project #07-0068 for construction of Bloomdale Rd from Community Ave to CR164 in McKinney, TX (Collin County Participation NTE \$4,000,000 approved via CO# 2018-579-07-23).

You may request project funding once you have satisfied the ILA requirements included in *Article IV*. Please send payment requests to:

Collin County  
Engineering  
Attn: Teresa Nelson  
4690 Community Avenue, Suite 200  
McKinney, TX 75071

To expedite your request, you may email a copy of the payment requests to [tnelson@collincountytxas.gov](mailto:tnelson@collincountytxas.gov). Please copy me at [thomfeld@collincountytxas.gov](mailto:thomfeld@collincountytxas.gov).

Please call if you have any questions.

Sincerely,

**Tracy R. Homfeld, P.E., CFM**  
*Assistant Director of Engineering*

xc: Teresa Nelson, Engineering

Enclosure

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, City of McKinney – Engineering

On July 23, 2018, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self  
Susan Fletcher  
Cheryl Williams  
John D. Thomas  
Duncan Webb

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval of an Interlocal Agreement with the City of McKinney.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the City of McKinney for the design and construction of Bloomdale Road from Community Avenue to County Road 164 (Bond Project No. 07-00-68) and budget amendment in the amount of \$4,000,000 for same. County participation NTE \$4,000,000. Same is hereby approved as per the attached documentation.



Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

John D. Thomas, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, T E X A S

RESOLUTION NO. 2018-05-059 (R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY FOR FUNDING THE DESIGN AND CONSTRUCTION OF BLOOMDALE ROAD FROM COMMUNITY AVENUE TO CR 164**

**WHEREAS**, the City Council of the City of McKinney, Texas, recognizes the need for the construction of Bloomdale Road from Community Avenue to CR 164; and

**WHEREAS**, the City Council of the City of McKinney, Texas, has reviewed an Interlocal Agreement between Collin County, Texas, and the City of McKinney concerning funding for the Improvements on Bloomdale Road.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, THAT:**

Section 1. The City Council of the City of McKinney, Texas, hereby authorizes the City Manager to execute an Interlocal Agreement with Collin County for funding the design and construction of Bloomdale Road from Community Avenue to CR 164.

Section 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS ON THE 15<sup>th</sup> DAY OF MAY 2018.**

CITY OF MCKINNEY, TEXAS



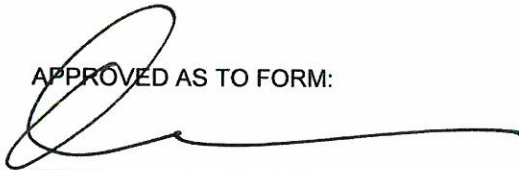
\_\_\_\_\_  
GEORGE C. FULLER  
Mayor

ATTEST:



\_\_\_\_\_  
SANDY HART, TRMC, MMC  
City Secretary

APPROVED AS TO FORM:



\_\_\_\_\_  
MARK S. HOUSER  
City Attorney



# CITY OF MCKINNEY, TEXAS

## Legislation Text

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**File #: 18-420, Version: 1**

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Consider/Discuss/Act on a Resolution Authorizing the City Manager to Enter into an Interlocal Agreement with Collin County for Funding the Extension of Bloomdale Road from Community Avenue to CR 164

**COUNCIL GOAL:** Direction for Strategic & Economic Growth

**MEETING DATE:** May 15, 2018

**DEPARTMENT:** Development Services / Engineering

**CONTACT:** Nick Ataie, P.E., Engineering CIP Manager  
Gary Graham, P.E., Director of Engineering

**RECOMMENDED CITY COUNCIL ACTION:**

- Approval of the Resolution.

**ITEM SUMMARY:**

- This Resolution authorizes the City Manager to enter into an Interlocal Agreement with Collin County to provide funding for the extension of Bloomdale Road from Community Avenue to CR 164.

**BACKGROUND INFORMATION:**

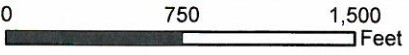
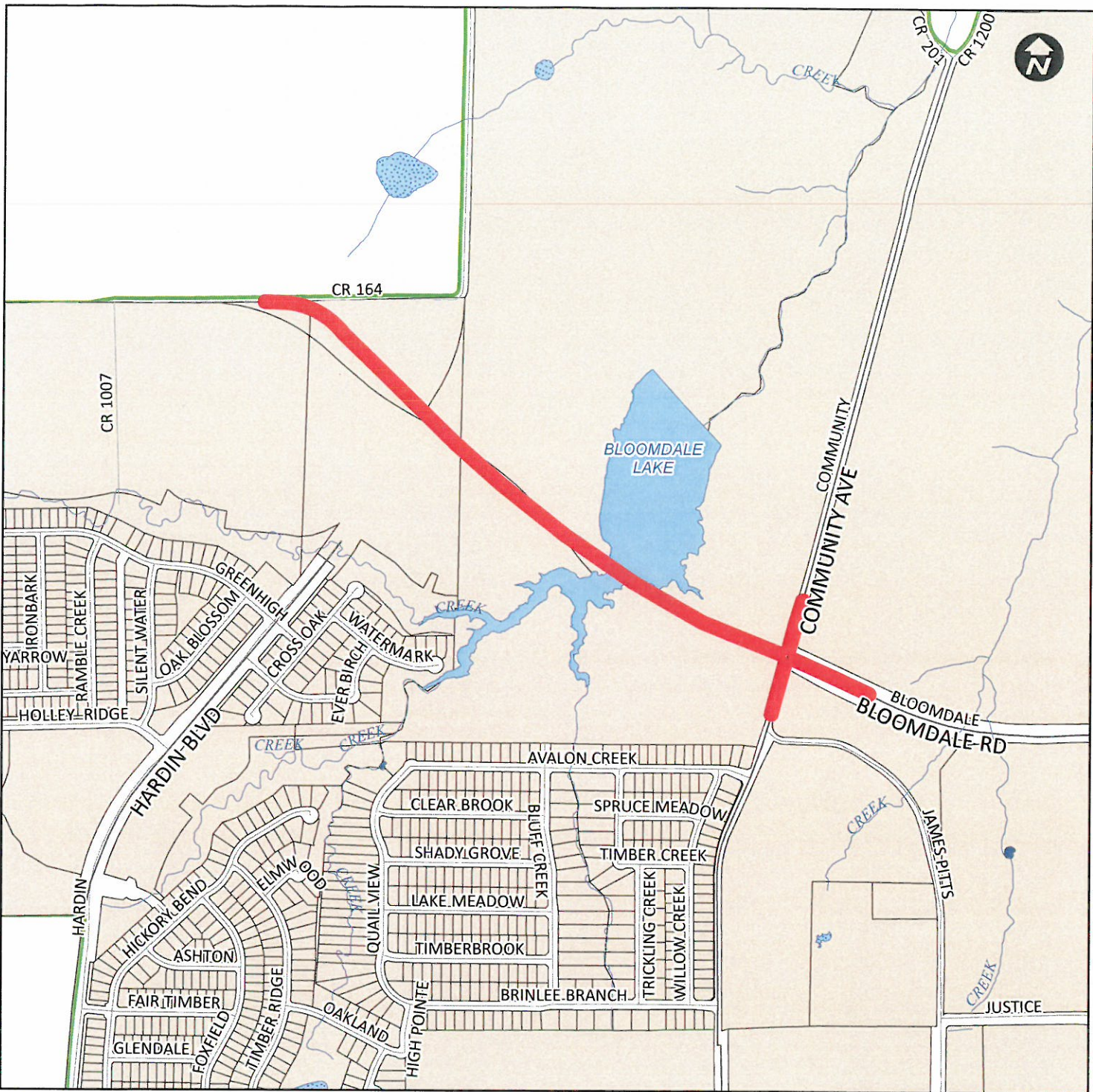
- This Interlocal Agreement will provide Collin County bond funds for the extension of Bloomdale Road from Community Avenue to CR 164.
- Collin County will provide \$4,000,000 towards the total estimated project cost of \$11,000,000 as a part of the ongoing partnership to improve regional mobility.

**FINANCIAL SUMMARY:**

- The County Bond Program provides funding up to 50% of the total project costs.
- The remainder of anticipated costs for this project are available in the Capital Improvements Program in ST4227.

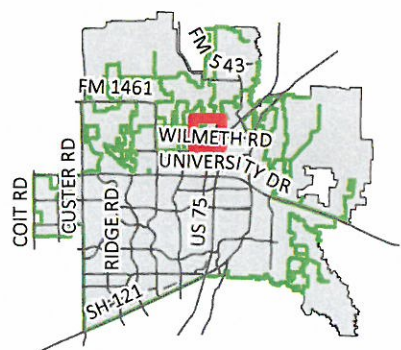
**BOARD OR COMMISSION RECOMMENDATION:**

- N/A



- Legend**
- ST4227
  - Major Roads
  - ▭ Parcels

**City of McKinney**  
 Project Location Map  
**ST4227**  
**Bloomdale Road**  
**Community Ave to CR 164**



Vicinity Map

DISCLAIMER: This map and information contained in it were developed exclusively for use by the City of McKinney. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of McKinney, its officials or employees for any discrepancies, errors, or variances which may exist.

**INTERLOCAL AGREEMENT  
BETWEEN COLLIN COUNTY AND THE CITY OF MCKINNEY, TEXAS  
CONCERNING THE DESIGN AND CONSTRUCTION OF  
BLOOMDALE ROAD FROM COMMUNITY AVENUE TO COUNTY ROAD 164  
BOND PROJECT # 07-00-68**

**WHEREAS**, the County of Collin, Texas ("County") and the City of McKinney, Texas ("City") desire to enter into an agreement concerning the construction of improvements to Bloomdale Road from Community Avenue to CR 164 (the "Project") in McKinney, Collin County, Texas; and

**WHEREAS**, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, the 2007 Collin County Bond Program includes funding for the FM 543 Connector, 2007 Bond Project # 07-036, which the City proposes to reallocate a portion of the funding in the amount of \$2,366,375; and

**WHEREAS**, the 2007 Collin County Bond Program includes funding for FM 1461 from Custer Road to CR 166 / FM 1461, 2007 Bond Project # 07-039, which the City proposes to reallocate a portion of the funding in the amount of \$350,000 to the Project; and

**WHEREAS**, the 2007 Collin County Bond Program includes funding for SH 5 from US 380 to FM 543, 2007 Bond Project # 07-041, which the City proposes to reallocate a portion of the funding in the amount of \$500,000 to the Project; and

**WHEREAS**, the 2007 Collin County Bond Program includes funding for Lake Forest Drive from Boyd High School to US 380, 2007 Bond Project # 07-045, which the City proposes to reallocate a portion of the funding in the amount of \$438,864 to the Project; and

**WHEREAS**, the 2007 Collin County Bond Program includes funding for Lake Forest Drive from Bloomdale Road to FM 1461, 2007 Bond Project # 07-048, which the City proposes to reallocate a portion of the funding in the amount of \$344,761 to the Project; for a total County participation of \$4,000,000.

**WHEREAS**, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

**NOW, THEREFORE**, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

**WITNESSETH:**

**ARTICLE I.**

The City has arranged to design and construct improvements to Bloomdale Road from Community Avenue to CR 164 (City of McKinney Project ST4227), hereinafter called the "Project". The Project consists of constructing Bloomdale Road from Community Avenue to CR 164 (approximately 4,600 linear feet). The Project will be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

**ARTICLE II.**

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to design and construct the improvements and administer the design and construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed design and construction contracts for the Project. The City shall install

a project sign identifying the project as being partially funded by the Collin County 2007 Bond Program. The City shall also provide before, during and after photos and quarterly progress reports in electronic format or via US mail to the Collin County Engineering Department. Following completion of the project, the City shall provide an itemized final accounting of expenditures including in-kind services or donations for the project.

#### ARTICLE III.

The City shall acquire approximately 9.2 acres of real property in the vicinity of the improvements for use as right-of-way, approximately 5.5 acres of real property in the vicinity of the improvements for use as permanent easements, and approximately 0.2 acres of real property in the vicinity of the improvements for use as temporary easements.

#### ARTICLE IV.

The City estimates the total actual cost of the Project to be approximately \$11,000,000. The County agrees to fund the cost to construct the improvements in an amount not to exceed \$4,000,000. The County shall remit 50 percent of this amount (\$2,000,000) to the City within thirty (30) days after issuing a notice to proceed for construction of the improvements, as authorized by the City Council, and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the construction project is 50 percent complete. The "total cost of the project" shall include the acquisition of necessary land rights, engineering, construction, inspection, and testing.

#### ARTICLE V.

The County's participation in the Project shall not exceed \$4,000,000. If the actual cost to construct the Project ("Actual Project Cost") is less than the Estimated Project Cost, and the County has participated up to fifty percent (50%) of the Estimated Project Cost, then the City shall reimburse the County in an amount equal to fifty percent (50%) of the difference between the Estimated Project Cost and the Actual Project Cost. The County Commissioners Court may revise this payment schedule based on the progress of the Project. As used herein, the term "Actual Project Cost" shall include engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

#### ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

#### ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

#### ARTICLE VIII.

INDEMNIFICATION. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS,

EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

ARTICLE IX.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this agreement. The parties agree that this agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in a writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

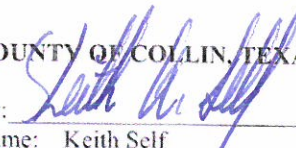
ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COUNTY OF COLLIN, TEXAS**

By:   
Name: Keith Self  
Title: County Judge  
Date: 7/24/18

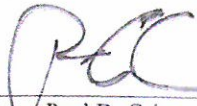
Executed on this the 24th day of July, 2018, by the County of Collin, pursuant to Commissioners' Court Order No. 2018.579.07.23

**ATTEST:**

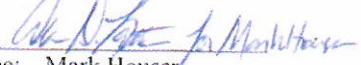
**CITY OF MCKINNEY, TEXAS**

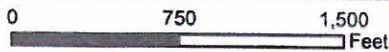
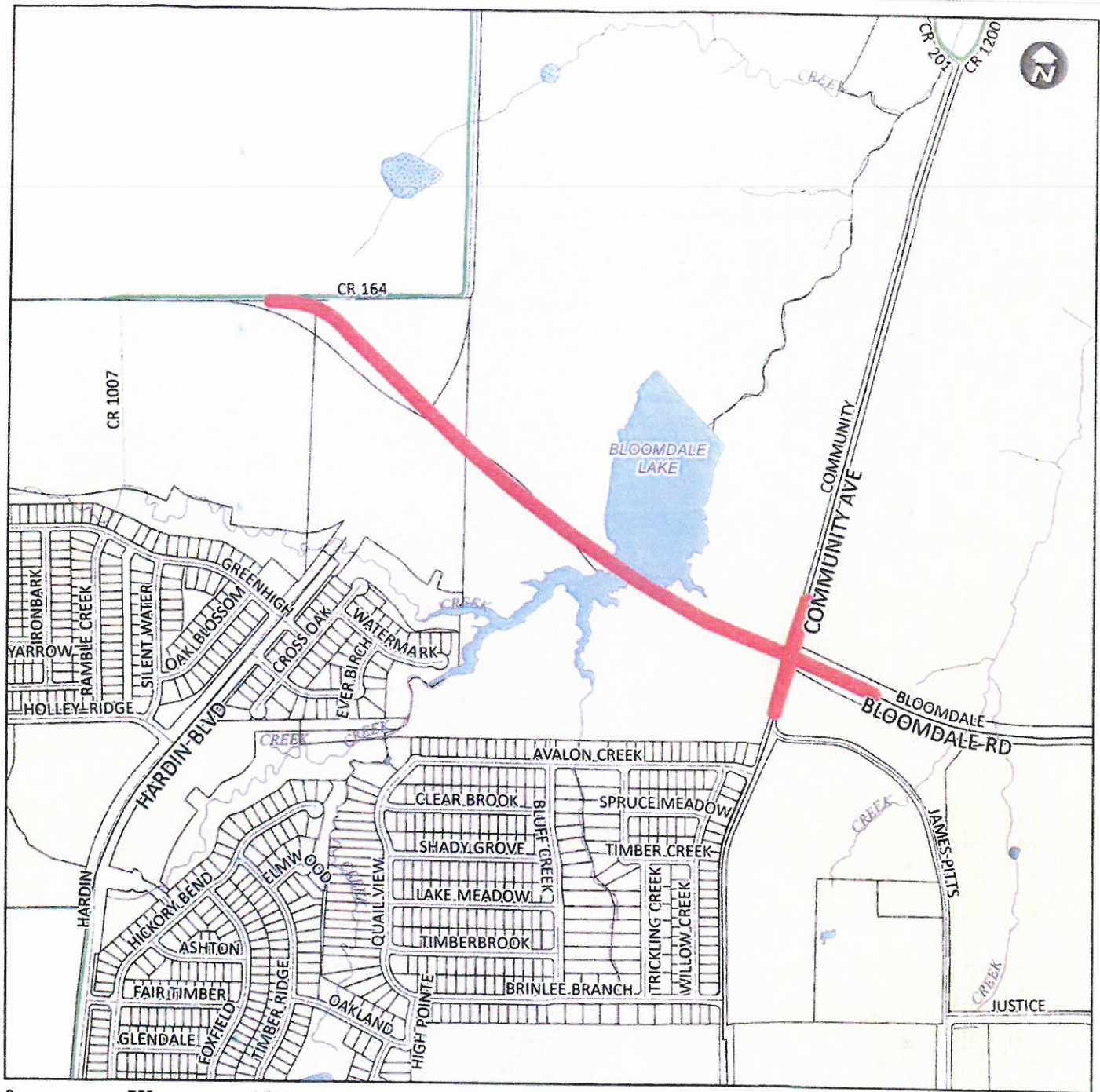


By: \_\_\_\_\_  
Name: Sandy Hart, TRMC, MMC  
Title: City Secretary  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Paul D. Grimes  
Title: City Manager  
Date: 6/11/18  
Executed on behalf of the City of  
McKinney pursuant to City Council  
Resolution No. 2018-05-059

**APPROVED AS TO FORM:**

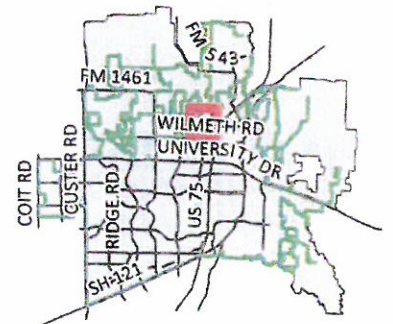
By:  \_\_\_\_\_  
Name: Mark Houser  
Title: City Attorney  
Date: 6/11/18



**Legend**

- ST4227
- Major Roads
- Parcels

**City of McKinney**  
**Project Location Map**  
**ST4227**  
**Bloomdale Road**  
**Community Ave to CR 164**



Vicinity Map

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